



**BEFORE THE TAMIL NADU REAL ESTATE
REGULATORY AUTHORITY (TNRERA)
(Tamil Nadu, Andaman & Nicobar Islands)
at Egmore, Chennai – 600 008**

[Under the Real Estate (Regulation and Development) Act, 2016]

C.No.121/2022

20th day of April, 2023

Coram : **Thiru K. Gnanadesikan, I.A.S. (Retired), Chairperson**
Er. S. Manohar, Member
Adv. V. Jeyakumar, Member

Tvl.:

1. R.S. Sankar
2. V. Vidya Jothi

... Complainants

Versus

M/s. Selene Estates Ltd.
Rep. by its Director
Thiru Vaithialingam Mahalingam

]]]
Respondent

The above Complaint came up for final hearing before this Authority in the presence of M/s.C.Balaji - Counsel for Complainants and of M/s.A.R.Vishwaram and P.Dillibabu – Counsel for Respondent. This Authority passes the following orders.

FINAL ORDER

The Complainants 1 and 2 have submitted in the Complaint that as they decided to purchase an apartment in the project promoted by the

Respondent as "Greens" under the project brand name "Ozone Greens", the Complainants were allotted the apartment bearing No.E4-1601 in Tower-E4 on the 16th floor in the project "Ozone Greens" located at Jalladaianpettai Village, Sholinganallur Taluk, Chennai-600 100 after entering into various agreements with the receipt and payment of Booking advance of INR.2,00,000/- on 05.01.2018.

2. The Complainants have further submitted that initially the complainants entered into 50:50 payments schedule. The initial 50% of the total sale price + Taxes to be paid within 30 days from the date of booking and the remaining 50% payable at the time of handover of possession. The total sale price was fixed at Rs.65,23,150/- It is also stated by the Complainants that the total costs payable by the Complainants for the purchase of flat E41601 including all taxes, registration fees, charges, GST, etc. upto final handover as quoted under the payments schedule is Rs.75,89,914/- The Project was registered with RERA as Registration No.TN/01/Building/0023/2017.

3. The Complainants have further submitted that they entered into the sale agreement with the Respondent dated 20.06.2018 for the purchase of an undivided share of 351 sq.ft. land as mentioned in Schedule B of the agreement registered as document No.6220 of 2018 on the file of SRO, Chennai South Joint I.

4. The Complainants have also submitted that they entered into construction agreement with the Respondent dated 20.06.2018. The Respondent agreed to construct and allot apartment No.E4 1601 having

carpet area of 1059 sq. ft. 3 BHK, on the 16th Floor (in accordance with the plan 15th floor) in Tower E4 along with one reserved covered and one reserved open car parking space and proportionate share in the common area as described and mentioned in Schedule B of the agreement registered as document No.6221 of 2018 on the file of SRO, Chennai South Joint I. The total construction cost is Rs.65,58,211/-

5. It is further submitted by the Complainants that a sale deed has also been executed infavour of the complainants by the Respondent dated 12.07.2019 transferring the undivided share of 351 sq.ft. out of the land mentioned in Schedule C land registered as Document No.7971 of 2019 of Book I on the file of SRO, Chennai South Joint I and the total sale consideration was Rs.4,73,850/-

6. The Complainants have also submitted that the Respondent promised and undertook to complete the construction and handover possession of the apartment on or before 31.05.2019 as provided in Clause 4 of terms of the Construction Agreement. Also the Complainants have stated that there was considerable delay on the part of the Respondent and the project is still incomplete and no further updates on any potential dates of handover of possession thereby the Respondent has failed to fulfill its obligations under Section 18(3) of the RERA Act.

7. The Complainants have further stated that as of August 2022, the Complainants paid a sum of Rs.77,16,903/- to the Respondent. The Complainants have also stated that they paid Rs.1,26,989/-over and above the agreed total costs for flat E4 1601 in accordance with the terms of

letter dated 27.06.2019 from Respondent acknowledging advance payments and undertaking payment of interests and converting open car park to covered car parking and also the No due Certificate is also yet to be issued to the Complainants by the Respondent.

8. The Complainants have prayed for the following relief(s) in their Complaint.

- a) To order/direct the Respondent to complete and handover of possession of the apartment as detailed in Para 2(V) above along with all the amenities, facilities, benefits assured by the Respondent in full and good condition without any pending works as assured in the final handover to the complainants.
- b) To order/direct the Respondents to pay the legal costs/expenses of Rs.50,000/-to the Complainant; and
- c) To order as and such further reliefs the Tribunal seems fit and proper.

9. In the Counter Affidavit filed on behalf of the Respondent, it is submitted by the Respondent that the indicative date of handover of the apartment was 31.05.2019. The Complainant has paid Rs.75,00,809/- out of total sale consideration amount i.e. Rs.75,89,912/-

10. The Respondent has further prayed for eight months' time to provide the unit in liveable condition as they are speeding up the construction and the unit is almost ready with only few works to complete.

11. This Authority has examined the Complaint, the Counter Affidavit filed by the Respondent Promoter, the arguments and the written submission of arguments carefully.

12. The Respondent Promoter itself has admitted that the promised date of handing over of the apartment completed in all respects is 31.05.2019 as per Clause 4 of the Construction Agreement dated 20.06.2018.

13. Therefore, it is very clear that there has been inordinate delay in completing this apartment by the Respondent Promoter.

14. Now the Respondent Promoter has sought 8 months time to provide the unit in habitable condition which is not acceptable to this Authority in view of the long delay already suffered by the Complainant Allottee.

15. Therefore, this Authority directs the Respondent Promoter to complete the construction of the apartment allotted to the Complainant Allottees in all respects as per the Construction Agreement along with the promised amenities and handover the same to the Complainant Allottees before 30.06.2023.

16. This Authority does not accept the contention of the Respondent Promoter that payments have not been made as per milestones, in view of the categorical admission by the Respondent Promoter vide its letter dated 27.06.2019 (page No.74 of the typed set of papers filed by the Complainants) wherein the Respondent Promoter has stated that it will pay

interest at 8.95% and offer to convert open car park into covered car park free of cost.

17. With the above findings and direction, this Complaint is disposed of.

Sd/-...20.04.2023
MEMBER (M), TNREA

Sd/-...20.04.2023
MEMBER (J), TNRERA

Sd/-...20.04.2023
CHAIRPERSON, TNRERA

/TRUE COPY/FORWARDED/BY ORDER

N. Anand
20/4/2023
ADMINISTRATIVE OFFICER
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20.4.23